

**Exhibit C**

**WINDELS MARX LANE & MITTENDORF, LLP**

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STAMFORD, CT

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May 19, 2005

**VIA FEDERAL EXPRESS**

Walter V. Gerasimowicz  
Sole Trustee  
280 Park Avenue  
Suite 3900 W  
New York, New York 10017

Dear Dr. Gerasimowicz:

Steve Pappas has retained us as his legal counsel to advise him regarding his rights and obligations as a major Stockholder and a Director of Envirokare Tech, Inc., a Nevada corporation ("ENVK"), and related matters.

Steve has requested that we contact you regarding the Trust Agreement dated May 7, 2003 ("Trust Agreement") under which he is Settlor and you are sole Trustee and the related Investment Advisory Agreement dated May 7, 2003 ("IAA") under which a firm that I understand you control, Meditron Asset Management, LLC, is Adviser. Steve advises that you are holding in trust under the Trust Agreement 4,100,000 shares of Common Stock of ENVK owned by him ("Trust").

Steve believes that the material purposes for which the Trust was originally formed no longer exist.

We found no description of the Trust and related arrangements in the Form 10-K for 2004 filed by ENVK or in any other recent SEC filings of ENVK. The only reference we found was a brief one in the Form 8-K filed by ENVK on August 27, 2003. Under SEC rules, your right to vote the shares of Common Stock of ENVK held in the Trust would normally make you a "beneficial owner" of those shares, a fact that ENVK and you would be required to report in all SEC Forms. The omission of any reference to the Trust and related Agreements in SEC filings by ENVK and you is strong evidence that neither ENVK, you nor the other Directors and management of ENVK consider the Trust to be currently effective or necessary.

In view of these factors, Steve requests that the Trust and the Trust Agreement be formally terminated now without waiting for the stated expiration of the Trust Agreement in August 2006. Steve is also terminating the IAA pursuant to Section 11 of that document. We will arrange for Steve to sign and deliver to you separately a letter to that effect.

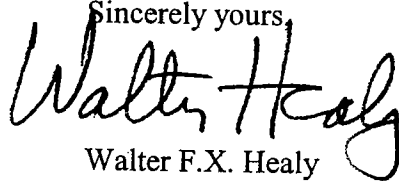
Walter V. Gerasimowicz  
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Please advise Steve and me as quickly as possible whether you agree to terminate the Trust and the Trust Agreement. If you fail to terminate them by June 1, 2005, Steve reserves the right to do so through court proceedings as contemplated by Florida Statutes Annotated §737.4031 or other appropriate means.

This letter will serve as formal notice to you that, until the Trust and the Trust Agreement are terminated, Steve expects that all actions that you take while acting as Trustee of the Trust have been and will continue to be solely in the best interests of and for the benefit of Steve as Settlor and sole Beneficiary of the Trust. Steve reserves the right to give directions to you regarding how you should vote all shares of Common Stock held in the Trust on any matter to be voted on or approved by the Stockholders of ENVK.

If you fail to comply with your fiduciary and other duties to Steve under the Trust and related Agreements, he will hold you personally responsible for all damages and costs that he suffers.

Sincerely yours,



Walter F.X. Healy

WFXH:mm

cc: Steve Pappas  
Nicholas Pappas, CEO of ENVK (via Fedex)  
Perry West, Counsel for ENVK (via Fedex)